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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS           §  
                                     §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT   §

OIL AND GAS LEASE

THIS OIL AND GAS LEASE is made and effective this 9<sup>th</sup> day of October 2008 (the "Effective Date"), by and between **ABSOLUTE DEVELOPMENT, L.L.C.**, whose address is 1221 N. Interstate 35E, Carrollton, Texas 75006-3806 (hereinafter "Lessor"), and **THUNDERBIRD OIL & GAS, L.L.C.** whose address is 515 Fourth Street, Graham, TX 76450 (hereinafter "Lessee").

1.     GRANTING CLAUSE. Lessor, in consideration of lease bonus in hand paid, and other good and valuable consideration in hand paid by Lessee, the receipt of which is hereby acknowledged, and in consideration of the royalties herein provided, and the covenants, agreements and obligations of Lessee herein contained, and upon and subject to the conditions and with the limitations hereinafter set forth, hereby leases and lets exclusively unto the said Lessee, for the purpose of investigating, exploring, prospecting, drilling and producing only oil and gas and substances, if any, produced in association with oil or gas, and to produce, save, take care of, treat, store, and transport oil and gas and such related substances, all those certain lands situated in Tarrant County, Texas, described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(herein the "Leased Premises"). This lease does not grant to Lessee any right to explore for or produce any mineral or other substance except for oil and gas and substances, if any, produced in association with oil or gas. For the purpose of calculating certain of the payments hereinafter provided for, the land included within the terms of this lease is estimated to comprise 9.8520 acres, and the Leased Premises shall be deemed to contain that amount of acreage, whether it actually comprises more or less.

2.     PRIMARY TERM. This lease shall remain in force and effect for a term of three (3) years from the Effective Date set out above (hereinafter called "Primary Term") and as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled therewith. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the Primary Term of this lease for an additional period of two (2) years from the end of the Primary Term by paying or tendering to Lessor prior to the end of the Primary Term the same bonus consideration, terms and conditions as granted for this lease.

If at the end of the Primary Term, or the cessation of production in paying quantities at any time thereafter, Lessee is engaged in actual drilling, reworking or any other operations reasonably calculated to obtain or restore production from the Leased Premises or lands pooled therewith, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than sixty (60) consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled therewith.

3. ROYALTY. As royalty, Lessee covenants and agrees to pay to Lessor:

(a) On oil, 25% of that produced and saved from said land, the same to be delivered free of costs to Lessor at the wells or to the Lessor's credit into the pipelines to which the wells may be connected, less a proportionate part of ad valorem taxes and production, severance or other taxes. Lessee shall have the continuing right to purchase such production at the market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then the nearest field in which there is such a prevailing price) for production of similar grade and gravity. Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the point of first sale to a non-affiliated person or entity; less a proportionate part of ad valorem taxes and production, severance or other taxes.

(b) For gas (including casinghead gas) and all other substances covered hereby (i) if used off the leased premises or used in the manufacture of gasoline or other products, the market value at the point of sale, use or other disposition of 25% of the gas so used, or (ii) if sold on or off the leased premises, 25% of the market value at the point of sale to a non-affiliated person or entity, less a proportionate part of ad valorem taxes and production, severance or other taxes. In no event will Lessor receive a price that is less than price received by Lessee from a non-affiliated third party purchaser.

(c) If there is on lands pooled with the Leased Premises a well capable of producing gas in paying quantities but gas is not being marketed therefrom for a period of ninety (90) consecutive days and this lease is not then being maintained by other production or operations, then this lease shall terminate unless on or before sixty (60) days following the end of such ninety (90) day period, Lessee tenders or pays as royalty hereunder the sum Twenty Dollars (\$20.00) per acre for each acre of the Leased Premises committed to the pooled unit for such well, which payment shall maintain this lease in full force and effect, as to that portion of the Leased Premises contributed to such pooled unit, for a period of one (1) year from the date such well is shut-in, and it will be considered that gas is being produced hereunder in paying quantities. Lessee may exercise its right to make shut-in royalty payments as provided for herein from time to time; however, this lease may be maintained by such shut-in payments only if Lessee is exercising reasonable diligence in attempting to market and sell gas producible hereunder. Notwithstanding anything herein to the contrary, this lease shall not be

maintained by shut-in royalty payments for a period longer than two (2) consecutive years or four (4) years in the aggregate.

(d) Lessor shall have a continuing right and option, but not the obligation, to be exercised by Lessor as set forth herein, to take its royalty interest share of production in kind at Lessor's sole risk and expense, provided, Lessor must give Lessee thirty (30) days advance written notice of Lessor's intent to take its royalty interest share of production in kind, and Lessor's election shall be for monthly periods of at least three (3) consecutive months. The following provisions shall also apply with respect to Lessor's taking its royalty interest share of production in kind:

(i) Lessor shall have access to the delivery points for third party purchasers of Lessor's gas;

(ii) Any imbalances as between Lessor and Lessee will be handled in accordance with the provisions of a mutually agreeable gas balancing agreement.

(e) Lessor shall have the right to audit the accounts and records of Lessee, its successors and assigns, relating to the Leased Premises and to its operations under this lease on an annual basis. Such right shall be exercised by Lessor by giving Lessee reasonable notice and such audit shall be conducted only during normal business hours at Lessee's principal place of business. If the audit reveals an underpayment, Lessee shall be responsible for the costs of the audit.

(f) Initial royalty payments shall be due within one hundred twenty (120) days- after the end of the month in which first sales were made. All subsequent royalty payments shall be due within sixty (60) days after the end of the month in which the production occurred. Should Lessee fail to pay such royalty within such time, then Lessee shall pay to Lessor interest on said accrued royalties at the maximum rate permitted by law from the due date until the date of payment. The rights of Lessor under this paragraph shall be in addition to, and not in lieu of, all rights Lessor may have as to payment of royalty under V.T.C.A. Natural Resources Code §§ 91.401 through 91.405.

(g) The term "affiliate of Lessee", as used herein, means and includes any individual, firm, corporation, partnership, limited liability company, association, joint stock company, pension fund, trust or trustee thereof, estate or executor thereof, unincorporated organization or joint venture, or any other legally recognizable entity that (a) directly or indirectly owns, controls or holds with power to vote 10% or more of the outstanding voting securities of Lessee, (b) 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by Lessee, or (c) directly or indirectly controls, is controlled by or is under common control with Lessee.

(h) Lessor's royalty will never bear, either directly or indirectly, any part of the costs or expenses of production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage or marketing of the oil or gas produced from the Leased Premises or any part of the costs of construction, operation or depreciation of any plant or other facilities or equipment used in the handling of oil or gas regardless of whether the gas or oil is sold at the wellhead or elsewhere. It is the intent of Lessor and Lessee that the provisions of this subsection (h) are to be fully effective and enforceable and are not to be construed as "surplusage" under the principles set forth in *Heritage Resources v. NationsBank*, 939 S.W.2d 118 (Tex. 1997). In no event will Lessor receive a price that is less than the price received by Lessee.

4. PARTIAL TERMINATION. Notwithstanding anything in this lease to the contrary, upon the completion of any well drilled on lands pooled with the Leased Premises (unless such well is completed within the Primary Term, and then, upon the end of the Primary Term), this lease shall automatically terminate as to all depths one hundred (100) feet below the stratigraphic equivalent of the base of the deepest producing formation from such well.

5. POOLING. Lessee shall have the right to pool the Leased Premises with any other adjoining land, lease, or leases, as to any or all minerals or horizons, so as to establish a unit containing not more than forty (40) mineral acres plus a 10% acreage tolerance for a vertical well, and for a horizontal well, not more than six hundred and forty (640) mineral acres plus a 10% acreage tolerance, or any other minimum amount that may be prescribed by current Texas Railroad Commission "Field Rules". If larger units than any of those herein permitted are required under any governmental rule or order for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental, order or rule. Lessee shall exercise said option by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded and providing a copy thereof to Lessor. There shall be allocated to the Leased Premises within each such unit that proportion of the total production of unitized minerals from the unit, which the number of mineral acres covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, to be the entire production of unitized minerals from Leased Premises in the same manner as though produced therefrom under the terms of this lease. The formation of any unit hereunder which includes Leased Premises shall not have the effect of exchanging or transferring any interest under this lease (including without limitation, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in Leased Premises and parties owning interests in land not covered by this lease. Notwithstanding anything in this lease to the contrary, it is understood and agreed between Lessor and Lessee that, absent written consent of Lessor to the contrary, the entirety of the Leased Premises shall be included or deemed to be included in a single pooled unit created hereunder.

6. ASSIGNMENT. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished copies of the documents establishing such change of ownership to the reasonable satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

7. NO SURFACE USE. **Notwithstanding anything herein to the contrary, Lessee shall have no right to enter upon, conduct any drilling or other surface operations of any nature, or place any facilities or structures of any kind on, over or across, any portion of the Leased Premises.** Provided however, Lessee shall have the limited right to enter the Leased Premises with a subsurface horizontal or directional wellbore at any depth of greater than five hundred feet (500') from the surface of the Leased Premises in an effort to explore for and develop oil and gas under the leased premises, provided that such operations do not interfere with in any way the surface or subsurface support of any improvements constructed on the Leased Premises or the business activities conducted on the Leased Premises.

8. INDEMNITY. Lessee, its successors and assigns agree to release, defend, indemnify, and hold harmless Lessor its respective officers, owners, partners, tenants, guests, invitees, and any of their heirs, successors, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Lessee and Lessee's agents, invitees, guests, contractors, oil or gas purchasers, oil or gas transporters, servants and employees, on the Leased

Premises, including, without limitation, any Claims arising from loss of subsurface support of the Leased Premises and any Claims arising from the production or transportation of oil or gas produced from the Leased Premises or lands pooled therewith. For purposes of this Paragraph 8 and Paragraph 9 of this lease, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes. The Lessee's obligations in this Paragraph 8 shall survive the termination of this lease.

9. ENVIRONMENTAL LIABILITY. As used in this lease, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced in paragraph 9 of this lease. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Lessee agrees, for the benefit of the Lessor and the Surface Owner, (1) to remove from the Leased Premises, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Lessee (including its drillers and other contractors), (2) to perform Remedial Work where the need therefore arises in connection with Lessee's (including its drillers' and other contractors') operations or activities on the Leased Premises or any adjacent property, and (3) to comply in all respects with all laws governing operations by Lessee (including its drillers and other contractors) and Remedial Work on or associated with the Leased Premises and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Lessee under the supervision of an engineer selected by Lessee. All costs and expenses of Remedial Work resulting from Lessee's (including its drillers' and other contractors') operations shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting engineer and Lessor's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. The provisions of this paragraph shall not constitute approval or obligate Lessor or the Surface Owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the Leased Premises for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Lessee will notify Lessor and Surface Owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the Leased Premises or any adjoining property and provide Lessor and Surface Owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Lessee pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Lessee, its successors and assigns, in accordance with the provisions of paragraph 9, will release, indemnify, pay and protect, defend and save the Indemnified

Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees on the Leased Premises or any adjacent property. The Lessee's obligations in this Paragraph 10 shall survive the termination of this lease.

10. INSURANCE. Lessee, at its own expense, shall maintain a general liability insurance policy in an amount of at least \$2,000,000 combined single limit. Lessee shall also, at its own expense, carry worker's compensation insurance as required by law. Said policies shall (i) name Lessor and Surface Owner as additional insureds, and (ii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Lessor. In addition, such insurance provided by Lessee shall be primary coverage for Lessor and Surface Owner when any policy issued to Lessor or Surface Owner is similar or duplicate in coverage, and Lessor's policy shall be excess over Lessee's policies. All insurance requirements may be met by a combination of self-insurance (if approved by Lessor in its reasonable discretion), primary and excess policies.

11. FORCE MAJEURE. Should Lessee be prevented from complying with, any express or implied covenant of this lease, from conducting drilling or reworking operations thereon, from producing oil or gas therefrom, by reason of fire, storm, flood, war, riot, strike or by act of God, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended for a period not to exceed two (2) years, and Lessee shall not be liable in damages for failure to comply therewith, and this lease shall be extended for a period not to exceed two (2) years while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on, or producing oil and gas from, the Leased Premises or lands pooled therewith; and the time while Lessee is so prevented shall not be counted against Lessee. In order for Lessee to claim the benefit of this paragraph, Lessee must advise Lessor in writing within sixty (60) days of the date Lessee claims any obligation is suspended, setting forth in reasonable detail such facts as Lessee relies upon to make the provisions of this paragraph applicable.

12. NOTICES.

(a) To Lessee. All notices to Lessee from Lessor shall be sent to the following address:

515 Fourth Street  
Graham, TX 76450

Lessor shall be notified in writing of any change of address, or of the party to receive notice on behalf of Lessee.

(b) To Lessor. Lessor shall be notified at the address shown below. Lessor shall notify Lessee of any change of the address set forth below.

1221 N. Interstate 35E  
Carrollton, Texas 75006-3806  
Attention: Alec Johns  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

With another copy to: Winstead PC  
1201 Elm Street  
5400 Renaissance Tower  
Dallas, Texas 75270  
Attention: Stanley G. Harvey  
Telephone: (214) 745-5393  
Facsimile: (214) 745-5390  
Email: sharvey@winstead.com

13. NO WARRANTY. Notwithstanding anything herein to the contrary, this lease is made by Lessor without any warranties or representations of title, ownership or control of the Leased Premises, either express or implied, and without recourse against Lessor. However, if Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalty payments herein provided for (but not the overriding royalty payments) may be reduced proportionately to the interest of Lessor. In the event Lessor acquires any additional interest in the Leased Premises subsequent to the date hereof, such interest shall ipso facto be covered by or included in this lease. Lessee shall provide Lessor with a copy of any title opinion obtained by Lessee covering any of the Leased Premises, but Lessee shall not be responsible for the accuracy of the contents thereof. Lessor agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises to the extent such payments are not made by Lessor when due and payable. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder.

14. WAIVER. No waiver of any of the provisions of this lease shall be deemed or constitute a waiver of any other provision of this lease, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Lessor to enforce any provision of this lease shall not be deemed nor shall constitute a waiver of the right of Lessor to enforce such provision.

15. LAW AND VENUE. The rights and duties of the parties under this lease shall be governed by the laws of the State of Texas. Venue for any action to enforce Lessee's obligations hereunder shall lie in Tarrant County, Texas.

16. HEADINGS. The paragraph headings in this lease are for convenience only, and shall not be considered in interpretation or construction of any provision of this lease.



17. SUCCESSORS AND ASSIGNS. All terms, provisions and obligations of this lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legal representatives, administrators, permitted successors and assigns.

18. ATTORNEYS' FEES. If Lessor or Lessee files a legal action to enforce any express or implied obligation of this lease and receives a final unappealable judgment from a court of competent jurisdiction, then the prevailing party shall be reimbursed for all costs of such legal proceedings, including reasonable attorneys' fees, expert witness fees and costs.

19. COMPLIANCE WITH LAW. Lessee covenants that it will strictly comply with all applicable laws, regulations and ordinances in conducting all operations under this lease.

20. ENCUMBRANCES. This lease is subject to all licenses, permits, easements, rights of way, surface leases, restrictive covenants, and other contracts of Lessor, or its predecessors in interest, affecting the Leased Premises.

21. COUNTERPARTS. This lease may be executed in multiple counterparts, all of which shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date stated herein.

**LESSOR:**

ABSOLUTE DEVELOPMENT, L.L.C. –  
LESSOR

By: [Signature]  
Name: Alec Johns  
Title: Manager

**LESSEE:**

THUNDERBIRD OIL & GAS, L.L.C.

By: [Signature]  
Name: Kerwin B. Stephens  
Title: Member

**ACKNOWLEDGMENTS**

THE STATE OF TEXAS   §  
  §  
COUNTY OF Dallas   §

This instrument was acknowledged before me on the 9 day of October, 2008, by Alec Johns, as Manager of ABSOLUTE DEVELOPMENT, L.L.C., a [Texas] ~~limited liability company~~ on behalf of said limited liability company.



[Signature]  
Notary Public, State of Texas

My Commission Expires: 11/1/2010

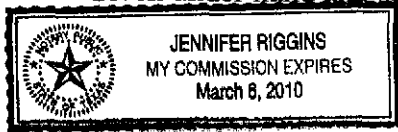
Commission Number: \_\_\_\_\_

[Signature]  
KBS

THE STATE OF TEXAS                   §  
   §  
COUNTY OF YOUNG                   §

Before me, Jennifer Riggins, the undersigned notary public, on this day personally appeared Kerwin B. Stephens, as Member of Thunderbird Oil & Gas, L.L.C., on behalf of said limited liability company, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under hand and seal of office this 14<sup>th</sup> day of October, 2008.



Jennifer Riggins  
Notary Public, Texas

My Commission Expires: 3-6-2010

Commission Number: \_\_\_\_\_

*KBS*

## Exhibit "A"

Attached to and made a part of that Certain Oil and Gas Lease dated October 9, 2008, by and between **ABSOLUTE DEVELOPMENT, L.L.C.**, as Lessor and **THUNDERBIRD OIL & GAS, L.L.C.**, as Lessee, covering **9.8520 acres**, more or less, situated in the Shelby County School Lands Survey, Abstract No. 1375, in Tarrant County, Texas;

- (1) All of those lots, tracts or parcels of land being Lots 1 and 4, Block 11R, Everman Park South Addition, an Addition to the City of Fort Worth, out of the Shelby County School Lands Survey, Abstract No. 1375, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 9995, of the Plat Records of Tarrant County, Texas, and being more particularly described in that Special Warranty Deed with Vendor's Lien dated September 12, 2007, from Tony T. Shaw to Absolute Development, L.L.C., filed of record at Document No. D207339138, of the Official Public Records of Tarrant County, Texas; and
- (2) All of those lots, tracts or parcels of land being Lots 1 through 29 and Lot 39, Block 12R, Lots 12 through 17 and Lot 19 and Lot 20, block 14R and Lots 1 through 14, Block 15R, Everman Park South Addition, an Addition to the City of Fort Worth, out of the Shelby County School Lands Survey, Abstract No. 1375, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 11481, of the Plat Records of Tarrant County, Texas, and being more particularly described in that Special Warranty Deed with Vendor's Lien dated September 12, 2007, from Tony T. Shaw to Absolute Development, L.L.C., filed of record at Document No. D207339138, of the Official Public Records of Tarrant County, Texas.

**End of Exhibit "A"**



THUNDERBIRD OIL & GAS  
515 FOURTH ST

GRAHAM TX 76450

Submitter: THUNDERBIRD OIL & GAS

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/22/2008 11:47 AM  
Instrument #: D208402757  
LSE 13 PGS \$60.00

By: \_\_\_\_\_



**D208402757**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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